

SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("CitizenServe") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and City of Lakewood ("Customer") with its principal place of business at 12450 Detroit, Lakewood, CO is made effective as of 7-10-18 ("Effective Date").
44107

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

CitizenServe grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the CitizenServe software service on the Authorized Website(s) identified in the CitizenServe Order Form in consideration of the fees and terms described in the CitizenServe Order Form.

The subscription will begin on the date specified in the order form which is the date CitizenServe will begin providing services. On this date CitizenServe's responsibilities begin regarding providing support services, infrastructure, backing up data, performing setup and configuration. The subscription will renew each year on the anniversary of this date unless terminated per the terms in section 4.0 TERMINATION. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. CitizenServe and Customer agree that they will work collectively on a best efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customers implementation objectives.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited subscription to use the Software Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the software, service and related documentation, all of which title and rights shall remain with CitizenServe. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use for others. All Customer data is owned by the Customer.

3. SERVICE LEVELS:

CitizenServe will use commercially reasonable efforts to backup and keep the Service and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CITIZENSERVE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

4. TERMINATION:

Either party may terminate this agreement for cause if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in the CitizenServe Order Form, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. CitizenServe may terminate services if payments are not received by CitizenServe as specified in the CitizenServe Order Form.

Upon any termination, CitizenServe will discontinue Services under this agreement; CitizenServe will provide Customer with an electronic copy of all of Customer's data, if requested; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

5. SUPPORT SERVICES

Support Services include unlimited remote service and support during normal business hours (M-F 8 AM – 5 PM EST, excluding CitizenServe observed Holidays) and 24x7 for emergency support. CitizenServe will begin working on service impacting support issues within 4 hours of the time the issue is reported. Routine support will be responded to within 8 hours. Service Provider will use commercially reasonable efforts to keep the SAAS System available on a 24 hour a day, 7 day a week basis, via web site access, subject to occasional scheduled downtime (during non-working hours, for short

periods of time, typically on Sundays and communicated in advance) for maintenance purposes, unforeseen maintenance and systems outages, or routine testing of the Services.

6. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

CitizenServe may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

7. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of CitizenServe, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. CitizenServe will use reasonable efforts to insure that any CitizenServe contractors maintain the confidentiality of proprietary materials and information.

8. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

CitizenServe may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

9. ACCEPTANCE:

Authorized representatives of Customer and CitizenServe have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: "Customer"

Online Solutions, LLC

Date:

1-10-18

Date:

1/10/2018

Signature:

Kim E. Smith

Signature:

Jim Garvey

Print Name:

Kim E. Smith

Print Name:

Jim Garvey

Title:

Purchasing Mgr.

Title:

Manager

Approved As To Legal Form:

James H. Secretary
Director of Law, City of Lakewood



Order Form

Account Name: City of Lakewood, OH

Contact Information:

Michael Molinski
City Architect
City of Lakewood
12650 Detroit Ave.
Lakewood, OH 44107
Email: Michael.Molinski@lakewoodoh.net
Phone: 216.529.6279

Billing Information:

Michael Molinski
City Architect
City of Lakewood
12650 Detroit Ave.
Lakewood, OH 44107
Email: Michael.Molinski@lakewoodoh.net
Phone: 216.529.6279

Contact Term:

Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term Starts: TBD
Service Term Ends: TBD

Components Selected:

Code Enforcement
Permitting
Planning and Zoning
Licensing
Citizen Access Pages

Fees:

40 User Subscriptions	\$1,200 per named user per year	\$48,000.00
3 Read Only User Subscription (shared)	\$1,200 per named user per year	\$3,600.00
43 User Subscriptions Discount Tier 3 to 4	-\$300 per named user per year	-\$12,900.00
Setup, Training and Implementation	\$600 per named user	\$25,800.00
Additional Services	Payment processors listed in Appendix A**	\$0.00
	Batch load of county parcel data and ongoing updates	\$0.00
	Batch load of GIS data layers and ongoing updates	\$0.00
	Common FSDC Integrations	\$0.00
	County Grant Payed by FSDC	-\$57,690.00
	Total 1st Year Fees	\$6,810.00
	Each Additional Year Fees	\$38,700.00

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions:

Authorized Signature

Print or Type Name of Signatory

Execution Date

Address:

1101 E. Warner Road
Suite 160
Tempe, AZ 85284

Customer:

Authorized Signature

Print or Type Name of Signatory

Execution Date

Address:

City of Lakewood
12650 Detroit Ave.
Lakewood, OH 44107



Approved As To Legal Form:

Director of Law, City of Lakewood

citizenserve e-government software

www.citizenserve.com

1.800.325.9818

All rights reserved. Confidential.



Order Form

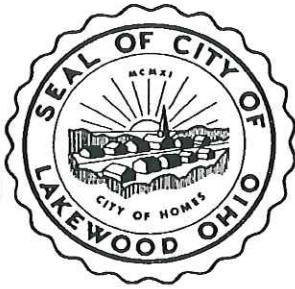
Appendix A** – CitizenServe existing payment processors

Authorize.net
CyberSource
ETS
Invoice Cloud
HP Convenience Pay Services
PayPal
Xpress Bill Pay
CiviTek
UniPay

Integration with Payment processor not on this list will incur a onetime charge of \$5,000



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www.citizenserve.com
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12650 DETROIT AVENUE ■ 44107 ■ 216-529-6075 ■ 216-529-6806

Reference No. BC-18-009

January 2, 2018

Board of Control
City of Lakewood, Ohio 44107

Subject: Award of Contract – CitizenServe Case Management Software – Division of Housing & Building

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Safety, Division of Housing & Building, and the attached letter of recommendation, I am submitting for your consideration this request to award a contract to Online Solutions, LLC dba Citizenserve.com in an amount not to exceed \$79,500 for the purchase of CitizenServe Case Management Software, a web-based building department management platform to increase efficiency and customer service. New platform is a collaborative regional approach to share resources and capabilities with other municipalities. \$57,690 will be paid by a grant from First Suburbs Development Council and the city is responsible for the balance of \$21,810.

Online Solutions, LLC dba Citizenserve.com submitted the best response for an RFP issued by First Suburbs Consortium.

PROJECT #: 183020

Contracting Authority:	Ordinance 52-17 \$3,000,000
Contracting Balance:	\$3,000,000 / \$2,920,500
Funding:	General Fund
Account Distribution:	101-5050-412-86-12 \$0
Account Balance:	\$0 / \$0
Contract Approved by Law:	Yes _____ / No _____ / PO _____ / C/C _____
Object Code:	Operating Equipment
Commodity Code:	208-000
Bid Reference:	RFP

Kim Smith
Purchasing Manager

	Approved	Disapproved	Date
Joseph J. Beno PE, Director of Public Works		_____	1/2/18
Kevin M. Butler, Director of Law	_____	_____	_____
Jennifer Pae, Director of Finance		_____	1/2/18
Michael P. Summers, Mayor		_____	1-2-18



PURCHASE ORDER

THIS PURCHASE ORDER IS CONDITIONED UPON COMPLIANCE BY THE VENDOR WITH ALL FEDERAL, STATE, AND LOCAL SAFETY, HEALTH AND ENVIRONMENTAL REGULATIONS INCLUDING, BUT NOT LIMITED TO, ALL LABELING, PACKAGING, AND SHIPPING REQUIREMENTS. IT IS A FURTHER REQUIREMENT THAT A MATERIAL SAFETY DATA SHEET BE PROVIDED BY THE VENDOR IN EVERY INSTANCE REQUIRED BY SUCH REGULATION(S).

CITY OF LAKEWOOD, OH - FED. TAX I.D. # (TIN) 34-6001633

VENDOR COPY



PAGE: 1

P.O. NO.: 088000

DATE: 01/03/18

MAIL ALL
INVOICES
TO

FINANCE DEPT. ATTN A/P
CITY OF LAKEWOOD
12650 DETROIT AVE.
LAKEWOOD, OHIO 44107

TO: ONLINE SOLUTIONS, LLC
DBA CITIZENSERVE.COM
1101 E. WARNER RD.
SUITE 160
TEMPE, AZ 85284

CITY OF LAKEWOOD
DIV. OF BLDGS/FACILITIES
12650 DETROIT AVE
LAKEWOOD, OH 44107-3015

M. MOLINSKI

1. A PACKING LIST MUST BE ATTACHED TO THE OUTSIDE OF ONE CARTON PLAINLY MARKED.
2. PURCHASE ORDER NO. AND UNIT OF MEASURE PER CARTON (TOTAL QUANTITY PER CARTON) MUST APPEAR ON ALL CARTONS, PACKING LISTS, INVOICES AND CORRESPONDENCE.

VENDOR NO.	DELIVER BY	SHIP VIA	F.O.B.	FREIGHT	TERMS
7219	02/05/18	BEST WAY	DESTINATION		NET/30
REQ. NO.	ACCOUNT NO.	PROJECT	CONFIRM TO	VENDOR PHONE	
30076	10150504128612	183020	RAY BARKER	800) 325-9818	

LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
THIS ORDER IS EXEMPT FROM FEDERAL & STATE TAXES					
1	57690.00	EA	CITIZENSERVE CASE MGMT SOFTWARE FIRST SUBURBS DEVELOPMENT COUNCIL (FSDC) TO PAY VENDOR DIRECTLY***	1.0000	57690.00
2	21810.00	EA	CITIZENSERVE CASE MGMT SOFTWARE PURCHASE INCLUDES (40) USER SUBSCRIPTIONS, (3) READ-ONLY USER SUBSCRIPTIONS (SHARED), SET-UP, TRAINING & IMPLEMENTATION COMPONENTS TO INCLUDE: CODE ENFORCEMENT PERMITTING PLANNING & ZONING LICENSING CITIZEN ACCESS PAGES	1.0000	21810.00
SUB-TOTAL					79500.00
TOTAL					79500.00

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE HEREOF, AND BY ACCEPTING THIS ORDER THE SELLER AGREES TO BE BOUND THEREBY.

City of
Lakewood

By _____

Purchasing Manager

PHONE: 216 529-6075 • FAX: 216 529-6806

It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certificate, the amount of funds required to pay this contract or order has been appropriated for the purpose of this contract or order and is in the treasury or in the process of collection to the credit of the Fund free from any previous encumbrance.

Director of Finance